

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

CONFAB INCORPORATED,)	
)	
Plaintiff/Judgment Creditor,)	
)	
vs.)	Case No. 3:20-mc-00073-X
)	
WILSON BARNES GENERAL)	
CONTRACTORS, A/K/A)	
W/B GENERAL CONTRACTORS, LLC,)	
)	
Defendant/Judgment Debtor,)	
)	
and)	
)	
AMEGY BANK OF TEXAS,)	
)	
Garnishee.)	
)	

APPLICATION FOR WRIT OF GARNISHMENT

Pursuant to Federal Rules of Civil Procedure 64 and 69(a), and Tex. Civ. Prac. & Rem. Code Ann. §§ 63.001 *et seq.*, Judgment Creditor Confab Incorporated respectfully submits this Application for a Writ of Garnishment directed to Amegy Bank of Texas, Garnishee, and states as follows:

1. Judgment Creditor Confab Incorporated is a Kansas corporation, headquartered in Kansas. Judgment Creditor possesses a valid, subsisting judgment against Judgment Debtor Wilson Barnes General Contractors, also known as W/B General Contractors, LLC, entered in the District of Kansas case styled, *Confab Incorporated v. Wilson Barnes General Contractors a/k/a W/B General Contractors, LLC*, No. 6:19-cv-01199-EFM-TJJ.

2. Judgment Debtor maintains a bank account with Garnishee Amegy Bank of Texas, which Judgment Debtor opened in Dallas, Texas. Garnishee is headquartered in Houston, Texas,

and is a citizen of Utah and Texas for purposes of diversity jurisdiction. Garnishee may be served with process at 1717 West Loop South, Houston, Texas 77027.

3. Judgment Debtor W/B General Contractors, LLC may be served with notice of the writ of garnishment at 14229 Proton Road, Dallas, Texas 75244.

4. Judgment Creditor Confab Incorporated is the owner and holder of a valid, subsisting, and unsatisfied judgment in the amount of \$123,473, with interest running thereon from December 10, 2019 at a rate of 10% per annum (the “Judgment”). A certified copy of the judgment has been filed in this matter. *See* Doc. 1.

5. The Judgment has not been satisfied, and nothing has been paid toward the Judgment. The amount of the Judgment remaining unpaid is \$123,473.

6. Judgment Creditor has reason to believe that Garnishee Amegy Bank of Texas possesses property belonging to Judgment Debtor W/B General Contractors, LLC because Garnishee paid on a check written by Judgment Debtor. Such check identified Garnishee as Judgment Debtor’s bank and disclosed an account number across its bottom.

7. Judgment Creditor is entitled to issuance of a Writ of Garnishment on the grounds stated in the Declaration of Ray Connell, attached hereto and incorporated into this Application as though fully set forth herein.

8. A proposed Writ of Garnishment for entry by the Clerk of Court is filed simultaneously herewith.

WHEREFORE, Judgment Creditor Confab Incorporated respectfully requests that a Writ of Garnishment be issued and directed to Garnishee Amegy Bank of Texas, and for such other and further relief as the Court deems just and appropriate.

Respectfully submitted,

s/ James M. Gary

James M. Gary

Texas Bar No. 24006722

KUTAK ROCK LLP

124 West Capitol Ave., 20th Floor

Little Rock, Arkansas 72201

Phone: 501.975.3140

Fax: 501.975.3001

jim.gary@kutakrock.com

Attorney for Judgment Creditor

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

CONFAB INCORPORATED,)	
)	
Plaintiff,)	
)	
v.)	Cause No. 3:20-mc-00073
)	
WILSON BARNES GENERAL)	
CONTRACTORS A/K/A)	
W/B GENERAL CONTRACTORS, LLC,)	
)	
Defendant.)	

AFFIDAVIT OF RAY L. CONNELL

1. I, Ray L. Connell, am an attorney licensed to practice law in the State of Kansas, am over eighteen years of age, reside in the United States of America, and have personal knowledge over the matters set forth herein.

2. I represented Plaintiff Confab Incorporated in District of Kansas Case No. 6:19-cv-01199-EFM-TJJ, styled *Confab Incorporated v. Wilson Barnes General Contractors a/k/a W/B General Contractors, LLC* (“the Kansas Case”).

3. In the Kansas Case, the court entered judgment in favor of Plaintiff and against Defendant in the amount of \$123,473, with interest accruing at 10% until paid in full. The judgment was entered on December 10, 2019 and no appeal was taken. The judgment is valid and subsisting, and no payments have been made or property seized in satisfaction of such judgment.

4. A certified copy of the judgment obtained in the Kansas Case was filed with this Court, registering the judgment in this District and commencing this cause. *See* Doc. 1.

5. Plaintiff and its counsel have investigated the extent of Defendant’s property in Texas. That investigation has found that Plaintiff does not own the property in Dallas, Texas where

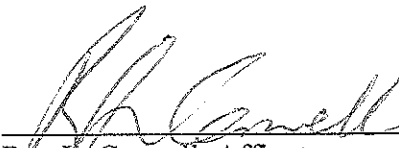
it is headquartered. No additional property owned by Defendant in Texas has been located. Therefore, Defendant does not possess property in Texas within Plaintiff's knowledge that is subject to execution sufficient to satisfy the judgment.

6. I understand that this Affidavit will be utilized to support a request for a writ of garnishment. Such garnishment is not sought to injure Defendant or the garnishee.

FURTHER AFFIANT SAYETH NAUGHT.

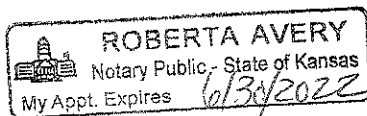
STATE OF KANSAS)
) SS:
COUNTY OF BUTLER)

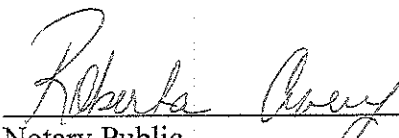
Dated this 23rd day of October, 2020.



Ray L. Connell, Affiant

SWORN TO and SUBSCRIBED before me, a notary public in the aforesaid State and County, by Ray L. Connell, personally known to me, on October 23, 2020.





Notary Public

My Appointment Expires:

June 30, 2022